

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-177
ANNUAL REQUIREMENTS FOR
LABORATORY TESTING AND RELATED SERVICES FOR
COMMUNITY MENTAL HEALTH CENTER**

DATE: September 11, 2003

CONTRACT PERIOD: Sept.1, 2003 thru Aug.30, 2006

CONTRACTOR: Physicians Laboratory Services, Inc.
4840 "F" Street
Omaha, NE 68117

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: B.Y. Roffman, M.D.
Telephone No.: 402/731-4145 or 1-800-642-1117
FAX No.: 402/731-8653
E-Mail Address: ruthann@physlab.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER CONTRACT AND PROPOSAL SIGNED AND APPROVED ON SEPT. 9, 2003

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

#C-03-0469
Dated: 09/03/03

Purchasing

Original Contract to: Contractor
Lancaster Co. Clerk - Public File
County Agency - Comm. Mental Health

C-03-0469
FILED

SEP 3 2003

LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

**LANCASTER
COUNTY**

NEBRASKA

FOR

LABORATORY TESTING AND RELATED SERVICES PROVIDER
SPECIFICATION #03-177

FOR

COMMUNITY MENTAL HEALTH CENTER

CONTRACTOR: Physicians Laboratory Services, Inc. (Omaha, NE)

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of ____, 2003, by and between Physicians Laboratory Services, Inc. (Omaha, NE) hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

for all labor, material and equipment necessary to perform laboratory testing and related services for - Lancaster County Community Mental Health Agency, Lincoln NE, as per Co. specification #03-177 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska Department of Public Welfare published fee schedule.
2. Compensation for standard tests (including samples drawn at the CMHC - daily or as requested) shall be as indicated in the proposal response (**Attachment # 2**) and reporting services shall be as follows:
 - 2.1 Billing and monthly reports offered to the CMHC at no cost.
3. Pricing on supply items (see proposal response) shall remain firm for: the full 3 year term of the contract. Any change in price for the renewal period will be with mutual agreement between the County and the Contractor.

The Contractor agrees to (a) furnish all Laboratory testing services, equipment, supplies, qualified personnel, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of

the Contract Documents; and (d) execute services, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal (**Attachment # 2**) and clarification correspondence, or part thereof. The Specifications (**Attachment # 1**), Contractor's Proposal and any clarification correspondence shall become part of this contract agreement, as follows:

Specification 03-177, Laboratory Testing and Related Services for the Community Mental Health Center, Lincoln, NE including Contractor's Proposal and any clarification correspondence

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

RFP Spec. #03-177, Lab Test & Related Services for Lancaster County Community Mental Health Center, Lincoln, NE

The Work included in this Contract shall be for the annual requirements beginning **September 1, 2003 through (36 consecutive months), August 30, 2006**. Optional 3 year renewal period with written mutual consent from **September 1, 2006 through August 30, 2009**.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal (Response dated Aug. 8, 2003) (**Attachment #2**)
3. The Contract Agreements
4. The Specifications for RFP #03-117 (**Attachment #1**)
5. The Standard Specifications
 - a. General Information
 - b. Specific Information
6. The Insurance Requirements (**Attachment #3**)

Waiver by the County of any breach of any provision of the Contract shall not constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver

thereof. These rights shall not be exclusive, but are in addition to rights and remedies provided by law or in this contract.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

David W. Johnson Jr.
For Lancaster County Attorney

Bernice Keen
Chairperson, Board of Commissioners 9/9/03

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Physicians Laboratory Svcs, Inc.
Name of Corporation

ATTEST:

4840 "F" Street, Omaha NE 68117
Address

(SEAL)
Secretary

By: *B. Duff*
Duly Authorized Official

PRESIDENT
Legal Title of Official

Attachment #2

SEALED PROPOSAL SPECIFICATION NO. 03-177

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, August 8th, 2003

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed construction project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

LABORATORY TEST SERVICES

NOTE: See "Standard Tests" attached.

1. Test for Admissions:	\$ 29.95/ea.set	6. Dilantin Level:	\$ 15.00 ea.
2. Draw fee per patient:	\$ 6.00 ea.	7. Lithium Level:	\$ 7.50 ea.
3. Travel fee per trip:	\$ 0 ea.	8. Tegretol Level:	\$ 15.00 ea.
4. Fee for sendouts:	\$ 0 ea.	9. Hepatitis B:	\$ 10.00 ea.
5. TSH (high sensit.):	\$ 10.00 ea.	10. Depakote Level:	\$ 15.00 ea.
		11. HIV 1 antibodies:	\$ 10.00 ea.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.


☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:
SEALED PROPOSAL FOR SPEC. NO. 03-177

The undersigned signatory of the bid represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

Physicians Laboratory Sys. Inc.
COMPANY NAME
4840 "F" Street
STREET ADDRESS or P.O. BOX
Omaha NE 68117
CITY, STATE ZIP CODE
402-731-4145 or 1-800-642-1117
TELEPHONE NO.
402-731-8653
FAX NO.
Email: ruthann@physlab.com


BY (Signature)
B. Y. Roffman, M.D.
(Print Name)
PRESIDENT
(Title)
8/8/2003
(Date)
47-0549186-00
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER